

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
101 S EDGEWORTH STREET
GREENSBORO NC 27401

IN RE: **BANKRUPTCY CASE 22-10293**

ADVERSARY PROCEEDING

ADV. CASE NO. 22-02017

PLAINTIFFS

VS

DEFENDANTS

**MYA DEIONSHAI CORBETT
RECOVERY**

TOWRIFIC TOWING &

OAKTREE FINANCE LLC

DEBTOR

ATTORNEY STEVEN WALKER

MYA DEIONSHAI CORBETT

**MOTION TO SHOW CAUSE
ADVERSARY HEARING**

PETITION FOR SHOW CAUSE WHY ADVERSARY PROCEEDING SHOULD NOT BE DISMISSED

Plaintiff maintains that this Court should retain jurisdiction over this adversary proceeding and therefore files this response.

Plaintiff also moves for a judgment by default due to the defendants failure to file a motion or answer with the clerk of bankruptcy court within 30 days after the issuance of this Adversary summons for Adv. Proc No 22-2017.

The difficult legal issue is the defendants never abided by 11 US Code 362 and returned the vehicle to the plaintiff after the Chapter 13 bankruptcy filing on June 8, 2022 and they had over 45 days to do so.

After dismissal of the underlying bankruptcy case, the Court has discretion whether to retain jurisdiction over an adversary proceeding. In exercising this discretion, "courts weigh on the following factors: judicial economy, convenience to the parties, fairness and comity."

Courts of appeal have routinely affirmed decisions of bankruptcy courts to retain jurisdiction over adversary proceedings after the bankruptcy case has been dismissed. Porges v. Gruntal & Co., Inc.

However, the Eleventh Circuit, in *In re Morris*, 950 F.2d 1531, 1535 (11th Cir. 1992), held that Section 349 of the Bankruptcy Code gives the Bankruptcy Court the discretionary power, if cause is shown, to alter the normal effects of the dismissal of the bankruptcy case in order to retain subject matter jurisdiction over an adversary proceeding. The Eleventh Circuit cited to three factors that were deemed relevant in determining whether to exercise such discretion: (1) judicial discretion; (2) fairness and convenience to the litigants; and (3) the degree of difficulty of the related legal issues involved.

Plaintiff filed for Chapter 13 Bankruptcy Relief Pro se on June 8, 2022. The automatic stay is one of the fundamental debtor protections provided by the bankruptcy laws. It gives the debtor a breathing spell from his creditors. It stops all collection efforts, all harassment, and all foreclosure actions. 11 US Code 362.

Plaintiff moves motion that the court hear this case because defendants showed disregard for the court automatic stay from June 8, 2022 to July 27, 2022 by not returning said car to the Plaintiff. 11 US Code 362

June 8, 2022 the bankruptcy enacted the protections of the court for defendants to return plaintiff vehicle 2011 Dodge Charger repossession which the car has wheels on it from Rim Tyme Durham.

The car was in the shop at Black Tire in Apex NC on June 8, 2022 at the time of the repossession. Therefore Plaintiff is not sure if defendants repossessed the car on June 8, 2022 or after the date of June 8, 2022 the tire company would only release the car to the defendants after the defendant Towriffic Towing and Recovery repeatedly harrassed and threatened them.

Defendants also refused to allowing plaintiff to retrieve the wheels on the car to return to the owner Rim Tyme and allow Plaintiff to replace the car with the after market tires that came with the purchase.

We move that the court hear the case, due to The defendants disregard of the bankruptcy law during the initial proceedings and failure to uphold the stay and return the car.

Rim Tyme Durham, owner of the wheels on the 2011 Dodge Charger stated in this Adversary case , is now threatening legal action against the Plaintiff for the return of the wheels. Plaintiff made return agreement with RimTyme after June 8, 2022 but due to the breach on the part of the defendants, plaintiff was unable to return the wheels. Due to the fact the RimTyme is threatening legal action against the plaintiff, Plaintiff files motion for this court to maintain jurisdiction.

Therefore Plaintiff asks that the court maintain jurisdiction over this case because of the urgency of the situation.

The defendants refused to return the vehicle and the defendants failure to honor the first Chapter 13 bankruptcy stay, has constituted unfairness, inconvenience, economic loss for getting to work, and loss of housing, not being able to get to work.

Plaintiff next, also asked both defendants to allow her to retrieve the wheels off the car that belong to Rim Tyme to return them. And to replace with the off factory wheels that came on

the car at purchase. Both defendants declined this effort.

Plaintiff is unaware at this time where or what happened to the vehicle.

Upon filing of the Chapter 13 Bankruptcy, and throughout the time it was active,

Towrrific Towing & Recovery, hired by Oaktree Finance LLC refused to return the car after repeated inquiries, visits to their location and interactions between Oaktree Finance LLC Attorney Steven Walker of Walker Kiger as legally required by law.

Plaintiff even contacted both parties to request that the wheels on the car be exchanged for the off factory wheels that came with it, and the plaintiff did not receive any relief.

Plaintiff is asking for

Plaintiff is asking the court to not dismiss the adversary proceeding for all defendants and to hear the case on September 7, 2022.

Plaintiff is seeking recovery of the vehicle, 2011 Dodge Charger, due to the defendants had over 45 days to return the vehicle , economic damages and economic losses due to the defendants refusal to honor 11 US Code 362 in June 8, 2022. And the unfair and unjust way the case went causing plaintiff hardship and major economic losses due to the non use of a vehicle.

DEBTOR/PLAINTIFF MYA DEIONSHAI CORBETT

DATED: AUGUST 23, 2022



certificate of service

The defendants were served Mail Service: Regular, First Class United States mail, postage fully pre-paid addressed to:

Under penalty of perjury, I declare that the foregoing is true and correct.

Date: August 23, 2022

Signature

Mya Corbett

1183 University Drive #105227

Burlington, NC 27215

919-307-5844

Rimtyme

RimTyme DURHAM <store20@purple22s.com>
To: corbettmya1@gmail.com <corbettmya1@gmail.com>

Tue, Aug 23, 2022 at 10:46 AM

Hello,

This is Rimtyme making our last attempt to reach out to you in regards to a payment needed on the account of Mya Corbett. If you could please call us at your earliest convenience to bring the account to current at +1 (919)-383-0802. This account has already had an attempted repossession to which a deal was made but never followed through on. You are currently up for criminal charges for failure to return rental property. Please contact us as soon as possible.

We are not a creditor therefore we cannot be included in bankruptcies. Attached is part of the agreement signed for by Mya Corbett stating such.

Thank you,
Rimtyme Durham
(919)-383-0802

1. MYA DEIONEHA CORBETT (name) certify that I am, and at all times during the service of process was,

not less than 18 years of age and not a party to the matter concerning which service of process was made.
I further certify that the service of this summons and a copy of the complaint and a copy of Local Rule 7001-1
was made 26th by:

(date)



Mail Service: Regular first class United States mail, postage fully pre-paid, addressed to:

Baktree Finance Attorney Walker Kiger ALC
Steven Walker PLLC, 100 Professional Ct, Ste 102 Garner NC
27529

Personal Service: By leaving the process with defendant or with an officer or agent of defendant at:

Residence Service: By leaving the process with the following adult at:

Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail
addressed to the following officer of the defendant at:

Publication: The defendant was served as follows: [Describe briefly]

State Law: The defendant was served pursuant to the laws of the State of _____

(name of state)

Under penalty of perjury, I declare that the foregoing is true and correct.

8/26/2022

Date

Mya Corbett

Signature

Print Name	<u>Mya Corbett</u>		
Business Address	<u>1183 University Dr #105227</u>		
City	<u>Burlington</u>	State	<u>NC</u>
		Zip	<u>27215</u>

I, Mya Corbett

(name)

certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made. I further certify that the service of this summons and a copy of the complaint and a copy of Local Rule 7001-1 was made 26th by:

(date)



Mail Service: Regular first class United States mail, postage fully pre-paid, addressed to:

*Tour Riffic
Slate Quail Covey Lane
Wendell NC 27591*

 Personal Service: By leaving the process with defendant or with an officer or agent of defendant at: Residence Service: By leaving the process with the following adult at: Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at: Publication: The defendant was served as follows: [Describe briefly] State Law: The defendant was served pursuant to the laws of the State of _____
(name of state) as follows: [Describe briefly]

Under penalty of perjury, I declare that the foregoing is true and correct.

8/26/22

Date

Mya Corbett

Signature

Print Name	<u>Mya Corbett</u>		
Business Address	<u>1183 University Dr #105207</u>		
City	<u>Burlington</u>	State	<u>NC</u>
	<u>27215</u>		